

**PART III - SECTION J**  
**LIST OF ATTACHMENTS**

1. Business Declaration
2. Past Performance Questionnaire
3. Electronic Forms Transfer Application

**BUSINESS DECLARATION**

- 1 Name of Firm: \_\_\_\_\_ Tax Identification No.: \_\_\_\_\_
- 2 Address of Firm: \_\_\_\_\_ DUNS No.: \_\_\_\_\_
- 3 a. Telephone Number of Firm: \_\_\_\_\_ b. Fax Number of Firm: \_\_\_\_\_
- 4 a. Name of Person Making Declaration \_\_\_\_\_
- b. Telephone Number of Person Making Declaration \_\_\_\_\_
- c. Position Held in the Company \_\_\_\_\_
- 5 Controlling Interest in Company ("X" all appropriate boxes)
- ☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
- ☐ e. Other Minority (Specify) \_\_\_\_\_ ☐ f. Other (Specify) \_\_\_\_\_
- ☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (Certification letter attached) ☐ j. Service Disabled Veteran Small Business
- 6 Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
- ☐ a. Yes ☐ b. No (If "NO," provide the name and telephone number of the person who has this authority.) \_\_\_\_\_
- 7 Nature of Business (Specify all services/products (NAIC)) \_\_\_\_\_
- 8 (a) Years the firm has been in business \_\_\_\_\_ (b) No. of Employees \_\_\_\_\_
- 9 Type of Ownership: ☐ a. Sole ☐ b. Partnership
- ☐ c. Other (Explain) \_\_\_\_\_
10. Gross receipts of the firm for the last three years:
- |      |       |
|------|-------|
| a.1. | b.1.  |
| Year | Gross |
| a.2. | b.2.  |
| Year | Gross |
| a.3. | b.3.  |
| Year | Gross |
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

***I DECLARE THAT THE FOREGOING STATEMENTS CONCERNING \_\_\_\_\_  
ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE  
THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.***

14. a. Signature \_\_\_\_\_ b. Date: \_\_\_\_\_
- c. Typed Name \_\_\_\_\_ d. Title: \_\_\_\_\_

## PAST PERFORMANCE QUESTIONNAIRE

Federal Aviation Administration  
 WLSA ANM-52, Acquisition Group  
 1601 Lind Avenue SW  
 Renton, WA 98057-3356  
 Phone: (425) 227-2938  
 FAX: (425) 227-1055

## I. CONTRACT INFORMATION

1. Name/Address of company being evaluated:

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2. Is company listed in Question #1 the primary Contractor or a Subcontractor?

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3. Contract Number: \_\_\_\_\_

4. Contract type:

- |  |                                     |
|--|-------------------------------------|
| <input type="checkbox"/> Fixed Price                   | <input type="checkbox"/> CPAF       |
| <input type="checkbox"/> Cost Reimbursement            | <input type="checkbox"/> ID/IQ      |
| <input type="checkbox"/> CPFF - Completion             | <input type="checkbox"/> BOA        |
| <input type="checkbox"/> CPFF - Term                   | <input type="checkbox"/> Labor Hour |
| <input type="checkbox"/> CPIF                          | <input type="checkbox"/> T & M      |
| <input type="checkbox"/> Other: (Please specify) _____ |                                     |

5. Period of performance (include option years, if any): \_\_\_\_\_

6. Estimated annual contract amount \_\_\_\_\_

7. Brief description of services/supplies provided:

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8. Type of Award: ☐ Competitive  
☐ Non-Competitive  
☐ 8 (a)  
☐ Other

9. Name and phone number of contracting officer's technical representative (COTR) or primary contact at client:

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## INSTRUCTIONS

In Sections II, III, IV, and V please use the following rating schedule for evaluation of the Contractor's performance in each area listed:

1. Excellent      2. Good      3. Fair      4. Unacceptable

Please include a brief explanation for all ratings.

For each question/item under Sections II, III, IV, and V, choose the adjective that best describes the contractor's work on the project. Provide your comments on the comment lines. If a specific question/item does not pertain to your contract, write "N/A." The adjective scale is defined below:

### Excellent

Contractor clearly excelled in performing the requirements of the contract.

### Good

Contractor met all requirements of the contract.

### Fair

Contractor substantially met all requirements of the contract.

### Unacceptable

Contractor did not meet the requirements of the contract.

**Please be sure to sign and date the questionnaire in Section VII.**

## II. OVERALL CONTRACT PERFORMANCE

Rating: [   ] Excellent [   ] Good [   ] Fair [   ] Unacceptable

Comment \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**III. TECHNICAL PERFORMANCE**

1. To what extent did the Contractor respond positively and promptly to technical direction and/or technical revisions to the contract?

Rating: [ ] Excellent [ ] Good [ ] Fair [ ] Unacceptable

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. To what extent did the Contractor complete work and provide deliverables on time?

Rating: [ ] Excellent [ ] Good [ ] Fair [ ] Unacceptable

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. To what extent were the Contractor's reports/other documentation that was submitted under the Contract accurate and complete?

Rating: [ ] Excellent [ ] Good [ ] Fair [ ] Unacceptable

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. To what extent did the Contractor display the ability to identify and solve technical problems that arose during contract performance in an effective and expeditious manner?

Rating: [ ] Excellent [ ] Good [ ] Fair [ ] Unacceptable

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. To what extent did the Contractor use effective escalation procedures when technical problems arose?

Rating: [ ] Excellent [ ] Good [ ] Fair [ ] Unacceptable

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**V. CUSTOMER SATISFACTION**

1. How would you rate the Contractor's ability to demonstrate a cooperative, business-like attitude and concern with the interests of your agency or company?

Rating: [ ] Excellent [ ] Good [ ] Fair [ ] Unacceptable

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Has the Contractor ever been given a cure notice, show cause notice, suspension of progress payments, letters of direction, or other written notification of unsatisfactory performance or progress?

Yes/No \_\_\_\_\_

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Have you ever terminated a contract with this Contractor, on this or any other contract?

Yes/No \_\_\_\_\_

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Would you recommend the Contractor for another contract award?

Yes/No \_\_\_\_\_

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Were there any other problems on the contract?

Yes/No \_\_\_\_\_

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**VI. NARRATIVE SUMMARY**

Please use the following space to add any other information not included above that you feel would be beneficial to Federal Aviation Administration concerning the award of this contract.

Comment \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VII. CLIENT INFORMATION**

The following information refers to the individual completing the questionnaire:

\_\_\_\_\_  
Name and Title (*Printed*)

\_\_\_\_\_  
Organization (*Agency or Company*)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Signature and Date

Thank you for your time and effort to help us evaluate this Contractor.  
Please return the completed questionnaire via fax to (425) 227-2938 or by mail to:

Federal Aviation Administration  
WLSA, ANM-52, Acquisition Group  
Attention: Clarence Davis  
1601 Lind Avenue SW  
Renton, WA 98057-3356



## VENDOR/MISCELLANEOUS PAYMENT INFORMATION FORM

This form is used for both Taxpayer Identification Number (TIN) notification and Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

### PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579) and the Debt Collection Improvement Act of 1996 (P.L. 104-134, Ch. 10). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 7701, 31 CFR 210, and Internal Revenue Code 6109. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. The FAA will use the TIN information for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government. Failure to provide the information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

### AGENCY INFORMATION

FEDERAL PROGRAM AGENCY:

**Federal Aviation Administration – Oklahoma City, OK- AMZ-110**

AGENCY IDENTIFIER:

**FAA**

AGENCY LOCATION CODE (ALC):

**69-00-1104**

ACH FORMAT:

☒ CCD+   ☐ CTX   ☐ CTP

ADDRESS:

**ACCOUNTING DIVISION;**

CONTACT PERSON NAME:

TELEPHONE NUMBER:

ADDITIONAL INFORMATION (Assigned payee vendor number, etc.):

### PAYEE/COMPANY INFORMATION

BUSINESS NAME:

SSN or TAXPAYER ID NO.

SOLE PROPRIETOR NAME (If different from above):

BUSINESS STATUS: {Check here if previously provided ☐ }

☐ Individual/Sole Proprietor   ☐ Corporation   ☐ Partnership   ☐ Other

(please specify)

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER:

(   )

**Are you subject to "backup withholding" per Internal Revenue Code Sec. 6041 or 6041A(a) Please check one box below:**

☐ I am Exempt from Backup withholding   ☐ I have not been notified by IRS that I am subject to Backup Withholding as a result of failure to report all interest or dividends   ☐ the IRS has notified me that I am no longer subject to backup withholding.

**TIN Certification.** Under penalties of perjury, I certify that the number shown above is my correct TIN (or I am waiting for a number to be issued to me), and the backup withholding status as marked above is correct.

Signature ▶

Date ▶

### FINANCIAL INSTITUTION INFORMATION

NAME:

If previously enrolled in the ACH Program at this site, please check this box ☐

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

(   )

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER

TYPE OF ACCOUNT:

☐ CHECKING   ☐ SAVINGS   ☐ LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:  
(Could be same as ACH Coordinator)

TELEPHONE NUMBER:

(   )

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**3.1-1      Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:  
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.2.5-2      Independent Price Determination (October 1996)**

**3.2.5-7      Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**

**3.2.2.3-10    Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_[specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_  
 (country)

(End of provision)

**3.2.2.3-15    Authorized Negotiators (July 2004)**

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Phone number: \_\_\_\_\_

(End of provision)

**3.2.2.3-70    Taxpayer Identification (July 2004)**

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an Offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(l)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. \_\_\_\_\_.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)



### **3.2.2.3-81 Prohibition Against Contracting with Inverted Domestic Corporations-Representation (January 2010)**

- (a) Definition: "Inverted Domestic Corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395 (b) applied in accordance with the rules and definitions of 6 U.S.C. 395(c).
- (b) Relation to Internal Revenue Code A foreign corporation that is treated as an inverted domestic corporation for U.S. Federal income tax purposes in accordance with 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003) is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this screening Information Request (SIR) provision (see AMS Guidance T3.2.2.7(A)(5)).
- (c) Representation. By submittal of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of Provision)

### **3.2.2.7-7 Certification Regarding Responsibility Matters (January 2010)**

- (a)(1) The Offeror certifies, to the best of its knowledge and belief, that
- (i) The Offeror and/or any of its Principals-
- A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision a)(1)(i)(B) of this provision.
- (D) Have ☐ have not ☐ within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.
- (1) Federal taxes are considered delinquent if both of the following criteria apply:
- (i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
- (2) Examples-
- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a



delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(b) The Offeror has [ ] has not [ ] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

**3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

**3.6.2-3 Walsh-Healey Public Contracts Act Representation (January 1998)**

The offeror represents as a part of this offer that the offeror:

is ☐ or is not ☐ a regular dealer in, or

is ☐ or is not ☐ a manufacturer of, the supplies offered.

(End of provision)

**3.6.2-5 Certification of Nonsegregated Facilities (February 2009)**

(a) 'Segregated facilities,' as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the "Equal Opportunity" clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will--

(1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the "Equal Opportunity" clause;

(2) Retain the certifications in the files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):



## NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the "Equal Opportunity" clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

(End of provision)

### **3.6.2-6 Previous Contracts and Compliance Reports (April 1996)**

The offeror represents that--(a) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the "Equal Opportunity" clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; (b) It ☐ has, ☐ has not, filed all required compliance reports; and (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

### **3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

### **3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)**

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1      Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:  
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1    False Statements in Offers (July 2004)**
- 3.2.2.3-11   Unnecessarily Elaborate Submittals (July 2004)**
- 3.2.2.3-12   Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13   Submission of Information/Documentation/Offers (July 2004)**
- 3.2.2.3-16   Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17   Preparing Offers (July 2004)**
- 3.2.2.3-18   Prospective Offeror's Requests for Explanations (February 2009)**
- 3.2.2.3-19   Contract Award (July 2004)**
- 3.3.1-29    Notice of Availability of Progress Payments Exclusively for Small Business Concerns (November 1997)**
- 3.13-4      Contractor Identification Number - Data Universal Numbering System (DUNS) Number (April 2006)**
- 3.13-5      Seat Belt Use By Contractor Employees (January 1999)**

**3.2.1.3-1    Notice of Competitive Sourcing (October 2003)**

(a) This screening information request (SIR) is part of a Government competitive sourcing process to determine whether accomplishing the specified work under contract or by a Government organization provides the best value to the Government. If Government performance is determined to be more economical, then a Letter of Obligation will be issued to the competing Government organization and a contract will not be awarded.

(b) Cost estimates for performance by the Government of the services identified in the Performance Work Statement (PWS) in this SIR will be calculated in accordance with OMB Circular No. A-76 (Revised) and submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of cost submittals from all offerors.

(End of Provision)

**3.2.2.3-2    Minimum Offer Acceptance Period (July 2004)**

(a) 'Acceptance period,' as used in this provision, means the number of calendar days the FAA (we, us) has to award a contract from the date the SIR specifies for receiving offers.

(b) This provision supersedes any language about the acceptance period appearing elsewhere in this SIR.

(c) We require a minimum acceptance period of 60 calendar days.

(d) The offeror (you) may specify a longer acceptance period than the period shown in paragraph (c). To specify a longer period, fill in the blank: The offeror allows the following acceptance period: \_\_\_\_\_ calendar days.

(e) We may reject an offer allowing less than the FAA's minimum acceptance period.

(f) You agree to fulfill your offer completely if the FAA accepts your offer in writing within:

(1) The acceptance period stated in paragraph (c) of this provision; or

(2) Any longer acceptance period stated in paragraph (d) of this provision.

(End of provision)

### **3.2.2.3-20 Electronic Offers (July 2004)**

(a) The offeror (you) may submit responses to this SIR by the following electronic means FAX at (425) 227-1055 or email: [clarence.davis@faa.gov](mailto:clarence.davis@faa.gov). Your offer must arrive at the place and by the time specified in the SIR.

(b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions..

(c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.

(d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.

(e) Send your offer electronically to [clarence.davis@faa.gov](mailto:clarence.davis@faa.gov).

(f) If you chose to sent your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

### **3.2.4-1 Type of Contract (April 1996)**

The FAA contemplates award of a firm fixed price contract resulting from this Screening Information Request.

(End of provision)



**3.9.1-3 Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

#### **L001      Submission of Offer**

An Offeror shall submit an offer which includes the following:

- a. Cover letter stating that no exceptions are taken to any specification requirements or contract terms and conditions, or a detailed summary of all exceptions taken.
- b. Signed Solicitation, Offer and Award Form
- c. PART I – SECTION B, Price Schedule
- d. PART IV – SECTION K, Representations, Certifications, and Other Statements
- e. PART III – SECTION J, Business Declaration Form
- f. Past Performance to demonstrate that you meet the requirement of having designed, manufactured, delivered and installed pre-built, modular constructed concrete or steel buildings; and counterpoise. You may submit a list in column format with the following headings: Point of Contact (Name and telephone number), Name of Agency/Company, Date of Contract/Purchase, provided Application, Configuration, and Locations. Also see PART IV – Section M, Evaluation Factors for Award.

#### **L002      Submission Date and Place**

The due date for receipt of offer is **September 21, 2010, at 4:00 PM, Pacific Time**. Offeror wishing to submit an offer, modification or withdrawal through the U.S. Postal Service, Certified and Registered mail, Special Delivery, or U.S. Postal Express Mail shall mark their request to the attention of **Clarence Davis** at the following address:

Federal Aviation Administration  
 Western Logistic Service Area  
 Acquisition Group – ANM 52  
 1601 Lind Avenue SW  
 Renton, WA 98057

**Hand Carried Offers,** Modifications and Withdrawals of offers by other types of express mail services (Commercial Carriers, e.g. Federal Express, United Parcel Service, Airborne Express, etc.) shall hand deliver to:

Federal Aviation Administration  
 Western Logistic Service Area  
 Acquisition Group – ANM 52  
 1601 Lind Avenue SW  
 Renton, WA 98057

(End of Provision)

**L003 Late Offers/Proposals** will be processed in accordance with the provision entitled Late Submission, Modification, and Withdrawal of proposals, AMS 3.2.2.3-14. Notice to Offerors: Offerors are cautioned that when hand – carrying offers/proposals to the Customer Service Center, those individuals not affiliated with the Federal Aviation Administration must obtain visitor's passes and be escorted prior to entrance. The main entrance to the Seattle Consolidated Office Building has been designated as the "Visitor Control Point" and Offerors proposing to hand carry offers/proposals should allow sufficient time to obtain visitor's passes in order that they may arrive at the Customer Service Center prior to the time established for receipt of offers/proposals.



## **PART IV - SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **3.1-1      Clauses and Provisions Incorporated by reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:  
<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses")

#### **M001      Evaluation Factors for Award**

The Government will make award to the responsible Offeror whose offer conforms to the solicitation terms and conditions, and represents adequate past performance with the lowest aggregate price as shown in Part I – Section B, Supplies/Services & Price/Cost.

The Government intends to make award on initial offers without discussion, but reserves the right to conduct discussions as necessary to clarify issues relating to past performance or pricing.

#### **M002      Evaluation Criteria**

1.    Past Performance
2.    Price

#### **M003      Consideration of Price**

Offerors shall submit pricing as prescribed in Part I – Section B of the Request for Proposals.

Evaluation Criteria #1 and #2 are of equal importance. All factors being even, lowest evaluated price will received the award.

Offeror is required to provide a price for each contract line number (CLIN). Failure to comply may result in the rejection of the subject offer. A single award will be made. There shall be no split award. In the event the CLIN price for any line item is materially unbalanced, the entire offer may be rejected without discussions with the Offeror.

In the event of any disparity between the CLIN price and the total offered price, the CLIN price shall be deemed correct, and the total offered amount shall be revised accordingly, unless available information indicates otherwise.

#### **M004      Submission of Offers**

See Part IV – Section L for directions for submitting offers.